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TA 15979

**AGREEMENT BETWEEN
PORT BYRON CENTRAL SCHOOL DISTRICT
PORT BYRON, NEW YORK**

AND THE

**PORT BYRON TEACHERS' ASSOCIATION
PORT BYRON, NEW YORK**

July 1, 2009 through June 30, 2011

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

JAN 12 2010

ADMINISTRATION

91

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ARTICLE I

Consent Certification and Procedures for Conducting Negotiations

Section 1. Consent Certification

- 1.1 The District and the Association firmly believes that the primary function of the District and its professional staff is to assure each boy and girl attending the Port Byron Central School District the highest level of educational opportunities obtainable. The District recognizes that teaching is a profession; the District and Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the District and its professional staff. The District reserves the right to hire additional Occupational Therapy services without the permission of the Teachers' Association.
- 1.2 The Board of Education, Port Byron Central School District, recognizes and has agreed to a consent certification of the Teachers' Association of the Port Byron Central School District, Port Byron, New York, as the exclusive negotiating agent for all regular teaching employees and Occupational Therapist (including long term substitutes who are employed as temporary teachers for one semester or more) requiring teacher certification below the level of Assistant Building Principal. In consideration for such recognition, the Teachers' Association of the Port Byron Central School District states that it is an organization primarily concerned with the improvement of terms and conditions of employment of the employees of the Port Byron Central School District, Port Byron, New York, does hereby give notice to the Port Byron Central School District, Port Byron, New York, and affirms that it does not assert the right to strike against any government, or to impose an obligation to conduct, assist or participate in such a strike.

Section 2. Right-to-Join or Not-to-Join

- 2.1 It is further recognized that teachers have the right to join, or not to join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

Section 3. Areas for Discussion and Agreement

This section constitutes an agreement between the School District and the Association to reach mutual understandings regarding matters related to terms and conditions of employment. The Chief School Administrator and the Association

ARTICLE I CONT'D.

- 3.1 recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Port Byron Central School District. The District and the Association further recognize that the District and the Board must operate in accordance with all statutory provisions of the state, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board cannot delegate its legal responsibilities.

Section 4. Procedures for Conducting Negotiations

4.1 Negotiating Teams

Designated representative(s) of the District will meet with representatives designated by the Association for the purpose of negotiations and attempting to reach mutually satisfactory agreements.

4.2 Opening Negotiations

Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than 15 days following such a request. In any given school year, such request shall be made on or before January 10. All issues proposed for negotiations shall be submitted in writing by the Association to the District or its delegated representative at the first meeting. The District shall submit in writing to the teacher representative all additional issues upon which it wishes to negotiate no later than the second meeting. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed by the parties.

4.3 Negotiation Procedures

Designated representative(s) of the District shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of affecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters.

4.4 Exchange of Information

Both parties and/or the Chief School Administrator shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

ARTICLE I CONT'D.

4.5 Consultants

The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

4.6 Committee Reports

The parties agree that, during the period of negotiations and prior to reaching an agreement to be submitted to the Chief School Administrator and the Association the proceedings of the negotiations shall not be publicly released until after the issuance of the fact finder's report. Points may be taken to the Association for review.

4.7 Reaching Agreement

When agreement is reached covering the areas under negotiations said agreement shall be reduced to writing as a memorandum of understanding.

ARTICLE II

Association Activities

Section 1.

The Board of Education will continue its present policy of allowing delegates from this district to attend Retirement System meetings without loss of pay.

Section 2.

The Association will be granted a total of six (6) teacher days per year without loss of pay for sending delegates to any conference or meeting of the New York State United Teachers, the American Federation of Teachers or their affiliates. The Association will reimburse the District in the amount of the delegate's substitute's pay during said absence. It is further agreed that no more than three (3) teacher days will be used by any individual member of the negotiating unit.

Section 3.

The District shall grant the Association the privilege of using the school buildings for its meetings upon application and approval of the administration.

Section 4.

There will be a faculty bulletin board in each school building which the Association shall be allowed to use.

Section 5.

The Association shall have access to faculty mail boxes and intra-district mail facilities for Association business.

ARTICLE III

School Calendar

Section 1.

A tentative school calendar shall be submitted to the Teachers' Association for suggestions and comments.

Section 2.

A Committee shall be established to assist in the planning of staff development days in the District. The Committee will be made up of an equal number of representatives appointed by the Superintendent of Schools and the President of the Port Byron Teachers' Association. The Committee shall submit its recommendations to the Superintendent of Schools on a timely basis as identified by the Superintendent.

ARTICLE IV

Planning Periods

Section 1.

Planning periods are to be used exclusively for professional activities.

Section 2.

The District will make a reasonable effort to maintain the current practice with respect to planning periods. In cases of emergencies and/or unforeseen circumstances, the building principal or his designee may request teachers to provide coverage of classes during planning periods.

ARTICLE V

Grievance Procedure

Section 1. Definitions

- 1.1 Teacher - shall mean any regular teaching employee whose position requires professional certification by the New York State Education Department or any group of such employees.
- 1.2 Representatives - shall mean the person designated by the aggrieved employee as his counsel or to act in his behalf.
- 1.3 Grievance - shall mean a complaint by a teacher in the negotiating unit that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of this agreement.
- 1.4 Immediate Supervisor - shall mean that person who has been designated as such and most routinely gives the employee assignments, oversees duties, and who would administratively initiate evaluations of an employee's performance.

Section 2. Basic Principles

- 2.1 It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The settlement of the grievance at the earliest possible stage is encouraged.
- 2.2 A grievant shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal by either the employer or the employee organization.
- 2.3 A grievant shall have the right to be represented at any stage of the procedures by a person or persons of his own choice.
- 2.4 Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
- 2.5 All hearings shall be confidential.
- 2.6 The number of days provided for the presentation and processing of grievances in each step of the grievance procedure establishes the maximum time limits and any grievance not presented within the time limits provided at each respective step of the grievance procedure shall be deemed withdrawn, provided however, the time limits set forth herein may be extended by mutual agreement between the board,

ARTICLE V CONT'D.

or its representative, and the aggrieved employee and/or the President of the Unit or his designee.

- 2.7 Teachers shall not leave their classrooms to discuss or process grievances unless they have requested and received permission to do so from the building principal or supervisor.
- 2.8 It shall be the responsibility of the chief administrator of the district to take steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these procedures. Failure of an administrator to respond within the appropriate time limits shall move the grievance to the next stage.

Section 3. Procedures

3.1 Immediate Supervisor

Informal Stage 1 The aggrieved party shall orally present his grievance to his immediate supervisor who shall orally and informally discuss the grievance with the aggrieved party. The immediate supervisor shall render his determination to the aggrieved party within five school days after the grievance has been presented to him. A grievance must be submitted at this stage within thirty (30) school days of the date of the occurrence of the grievance. The grievance shall be deemed waived unless it has been submitted within the specified time limit. If such grievance is not satisfactorily resolved at this stage the aggrieved party may proceed to the second stage.

3.2 Chief School Administrator

Stage 2 (a) Within seven (7) school days after a determination has been made at the preceding stage, the aggrieved party may make a request in writing to the Chief School Administrator for review and determination.

(b) The Chief School Administrator shall immediately notify the aggrieved party's immediate supervisor to inform him within five (5) school days setting forth the specific nature of the grievance, the facts relating thereto, and the determination previously rendered.

(c) The decision of the Chief School Administrator shall be made within ten (10) school days of the receipt of the facts relating to the grievance.

ARTICLE V CONT'D.

(d) Submission of a grievance at this stage shall constitute the sole means for resolving the grievance. All other courses of action or remedies shall be barred. Election of an alternative course of action or remedy prior to the submission of a grievance at this stage shall be considered to be a waiver of the right of an employee to thereafter seek recourse by means of the grievance procedure.

3.3 Stage 3 Board of Education

Either party may, within seven (7) school days of the determination at Stage 2, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the Chief School Administrator. The Board of Education may hold a hearing to obtain further information regarding the case. The Board of Education shall render a decision within fifteen (15) school days after receiving the request for review.

3.4 Stage 4 Arbitration

If the grievance is not adjusted satisfactorily at Stage 3, the aggrieved party and the Association may submit the grievance to arbitration by submitting a written notice to the Chief School Administrator within seven (7) school days of the Stage 3 determination.

If the parties are unable to agree upon an arbitrator within ten (10) days after written notice of submission to arbitration, a request for a list of arbitrators may be made to the American Arbitration Association or the Public Employment Relations Board, (PERB). The parties will then be bound by the rules and procedures of the American Arbitration Association or PERB in the selection of an arbitrator.

1. The Arbitrator's Award shall set forth his findings of fact, reasons and conclusions of law on only that issue submitted for determination.
2. The Arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement.
3. The Arbitrator shall not usurp the functions of the Board of Education under the law.

ARTICLE V CONT'D.

4. The Arbitrator's Award shall not be contrary to or extend any provision of law, or any other rule or regulation having the force and effect of law.
5. No Arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties. The Arbitrator's remedy shall extend only to the grievant.
6. The Arbitrator's Award shall be final and binding if within the scope of his authority.
7. The fees and expenses of the Arbitrator, and the costs of the hearing room, shall be shared equally by the Employer and the Association. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expenses of witnesses or participants called by the other.

**PORT BYRON CENTRAL SCHOOL
PORT BYRON, NEW YORK
GRIEVANCE PROCEDURE
Stage "2" or "3"**

Name of Employee _____ **Date** _____

Area of Work _____

State the Article, Section and/or Paragraph of the Agreement which is being grieved

Nature and Date of Grievance _____

Redress Sought

Signed: _____

Administrative Reply

Signed: _____

Copies to:

1. Employee
2. Administrator of Building
3. Board

ARTICLE VI

Teacher Evaluation and Personnel Files

Section 1. Personnel Files

- 1.1 Each file will be made current at the beginning of each school year. The Chief School Administrator will cull and destroy materials of an extraneous nature.
- 1.2 Teachers shall have the right, upon request, to review the contents of their personnel file with the exception of confidential placement material and shall be entitled to have a personally selected representative accompany them during such a review.
- 1.3 A copy of any material derogatory to a currently employed teacher's conduct, service, character or personality which is placed in a teacher's personnel file will be sent to the affected teacher. The affected teacher may enter a written reply by way of a separate statement to be attached to the material.
- 1.4 Entries to the files may be made only by the Chief School Administrator or his designee or at his discretion.
- 1.5 These files are not public. Access thereto shall be limited to the Chief School Administrator, his assistants and to the Board of Education for official purposes through the Chief School Administrator. A teacher shall be provided opportunity to make copies of any materials in his/her file to which access is provided in (2) and (3) above.

Section 2. Teacher Evaluation

- 2.1 All classroom monitoring or observation of the work performance of teachers will be conducted openly.
- 2.2 If an evaluation instrument is used, the teacher will be advised as to its contents prior to said evaluation. However, the evaluator shall not be restricted by the items contained on the evaluation instrument.
- 2.3 As a part of the evaluation process, there will be a minimum of two (2) evaluations per year for nontenured teachers, and one (1) evaluation per year for tenured teachers. Except under those conditions in which an unforeseeable event occurs that prevents a conference from being held within five (5) school days after the evaluation, a conference will be held between the teacher and the observer to discuss fully the observation. A day before the conference, or sooner, the teacher will be given a copy of the evaluation. Teachers may enter written

ARTICLE VI CONT'D.

replies in the record either on the evaluation form or by way of a separate statement to be attached to the evaluation form.

ARTICLE VII

Leaves

Section 1. Sick Leave Personal

- 1.1 For all full time teachers, sick leave shall be earned at the rate of twelve (12) days per school year, 10 month teachers will earn twelve (12) days per year, and 11 month teachers will earn thirteen (13) days per year. The total of such sick leave shall be available on the first day of the school year. Unused sick leave will accumulate to a total of (185) days maximum. Effective July 1, 1998, sick leave will accumulate to two hundred (200) days maximum.
- 1.2 All regular teachers who work less than full time will receive leaves in proportion to their assigned work year, that is, a teacher working one semester would accumulate six (6) sick days.

Section 2. Illness and/or Death In the Family

- 2.1 Full time teachers will be allowed up to four (4) days of absence without loss of pay on account of each death in the immediate family. This is not accumulative.
- 2.2 Full time teachers will be allowed six (6) days of absence, without loss of pay, per school year in the event of illness in the immediate family. This is not accumulative.
- 2.3 Immediate family shall include: Father, mother, grand-parents, sister, brother, wife, husband, child of the employee and/or spouse, a relative other than those mentioned above who is living in the teacher's home. For purposes of death in the family, in-laws and aunt and uncle will be considered as part of the immediate family.
- 2.4 A medical certificate, verifying the illness in the family, necessitating the teachers absence, may be required at the discretion of the Chief School Administrator.

Section 3. Maternity Leave

- 3.1 Pregnant employees shall be entitled to a leave of absence for a maximum of two (2) years. Request for such leave shall be made in writing to the Chief School Administrator as soon as the fact of pregnancy is known or not later than the fifth month. Request for leave shall indicate the duration of the leave and the probable beginning date. The return from such leave shall be set so that insofar as possible the continuity of the educational program shall not be disrupted.

ARTICLE VII CONT'D.

- 3.2 An employee who is pregnant may continue in active employment as late into pregnancy as is desired provided she is able to properly perform her required function and that she is physically and medically able to do so.
- 3.3 Leave taken by an employee resulting from a medical disability connected with or resulting from pregnancy can be charged to available sick leave. Certification by her physician that such leave is due to such medical disability will be required.
- 3.4 All rights and privileges accumulated prior to the effective date of such leave shall be reinstated.
- 3.5 A teacher going on leave who has served 1/2 year or more shall, upon return, be granted salary credit for one (1) full year.

Section 4. Family Leave

- 4.1 Bargaining unit members shall be entitled to a leave of absence for a maximum of one (1) year for the purpose of caring for an immediate family member who is ill or disabled and requires the assistance of the unit member. Request for such leave shall be made in writing to the Chief School Administrator as soon as possible prior to the start of the leave. Request for leave shall indicate the duration of the leave and the probable beginning date. The return from such leave shall be set so that insofar as possible the continuity of the educational program shall not be disrupted. No more than two members of the unit may be on leave at the same time.

Section 5. Leave of Absence

Upon the recommendation of the Superintendent, the Board of Education may grant leave of absence to teachers for a period not to exceed one (1) year without pay. Leave of absence requests under this section shall be voted on by the Board. Credits towards sick leave cannot be earned during the period the teacher is on leave of absence without pay.

The Board of Education may, in the exercise of its discretion, grant a leave of absence under this section for reasons such as health, education and any other reason the Board may deem appropriate.

Section 6. Absence Without Permission

- 5.1 No teacher will absent himself from the building of his assignment any portion of the regular school day without first receiving permission from the Building Principal or his designee.

ARTICLE VII CONT'D.

Section 7. Emergency Personal Illness Leave

It is recognized that teachers, on occasions, do not have accumulated personal illness leaves to cover a prolonged illness. A prolonged illness is defined as requiring the teacher to be absent from work for a period of time in excess of fifteen (15) working days.

A sick leave bank shall be maintained under the following guidelines.

- 7.1 All contributions to be voluntary.
- 7.2 Only for involuntary disabilities or illness.
- 7.3 Each teacher enrolling in the bank will donate one day of his sick leave to the bank each year until there is a maximum equal to the number of teachers in the negotiating unit. No more days will be added, except by new membership, or until the bank is depleted to 50 days.
- 7.4 Those who withdraw from eligibility cannot withdraw donated days.
- 7.5 Personal sick leave must be depleted before bank can be utilized.
- 7.6 Maximum of 50 days in any one year to any one person.
- 7.7 Persons using bank do not have to replace days.
- 7.8 The Port Byron Teachers Association shall administer this bank and supervise its operation under the procedures to be worked out between the PBTA and the District. The PBTA will submit a detailed report of the operation and use of the sick day bank including the names of the person(s) using the bank, the number of days used by each individual, the type of disability or illness and the manner of certification of disability or illness.

The report shall be submitted on or before February 1 and July 15 of each school year.
- 7.9 Teachers hired on or before September 1 of each school year may enroll in the Sick Day Bank by notifying the PBTA by October 1 of their intention. Teachers hired after September 1 shall have 30 work days to indicate whether they wish to participate in the Sick Day Bank.

ARTICLE VII CONT'D.

Section 8. Business Leave

- 8.1 Not more than three (3) days per year may be granted, with pay, to a teacher for personal business that cannot be handled outside school hours. The request for such leave is to be made to the immediate Building Principal or his assistant and the Chief School Administrator.
- 8.2 The Building Principal or Assistant Principal shall be given reasonable notice in advance of the request for a personal business leave, except in conditions of extreme emergency. Under no conditions will a business leave be retroactive.
- 8.3 A business leave request immediately prior to and immediately following a vacation will generally be refused. However, exceptions may be made in the case of unusual or emergency situations.
- 8.4 If the number of requests for business days, in any one area, i.e. elementary, middle or high school, for the same day would threaten to cause a problem in carrying out the daily program, the Building Principal or Assistant Principal may recommend a limitation for that day. Everything else being equal, days may be granted to those making the request in the order in which such requests are received.
- 8.5 The reasons for three business leave days must be stated on the request form. It is not necessary to go into intimate details of a request made for "a most personal nature".
- 8.6 At the conclusion of each year, all unused business leave days shall be added to accumulated sick leave.

Section 9. Notice of Absence

Each teacher who expects to be absent from duty, must notify the Principal's office as early as possible, so that time will be available for calling a substitute. The Principal's office will call all substitutes. Absent teachers should report to the Principal's Office before the end of the day preceding return, so that the substitute teacher may be informed that her services will not be needed at the next session. Report may be made by phone.

ARTICLE VII CONT'D.

Section 10. Long Term Substitutes (Temporary Teachers)

Long Term Substitutes (Temporary Teachers) shall not be entitled to the provisions of Article VII Leaves, Section 1. Sick Leave. Personal,1.1 which provide for the accumulation of unused sick leave. Further, such employees shall not be entitled to the provisions of Article VII Leaves, Section 3. Maternity Leave and all other leave benefits contained in the negotiated agreement shall be prorated.

ARTICLE VIII

Professional Advancement Days

Section 1.

Requests for attendance at educational meetings or conferences must be made on forms provided by the District Office.

- 1.1 No salary deduction will be made for a reasonable time spent at educational meetings or conferences when the attendance at such meetings has been approved by the Board of Education.
- 1.2 Whenever any teacher of the Port Byron Central School District shall attend a meeting or conference, such teacher shall submit a written report to the Chief School Administrator. The Board of Education may request a report in person from any teacher who attends such a meeting or conference. The following guidelines for such report will be:
 1. Name of Conference or Meeting
 2. General theme
 3. Ideas presented which may be put to practical use in the Port Byron School District.
- 1.3 A minimum of ninety (90) such days shall be made available to the teachers each school year.
- 1.4 In the event a conference request is denied by the building principal, the teacher may seek review from the Superintendent of Schools.

Section 2.

Visiting Days: A teacher may be allowed to visit other schools and classes when approved by the Building Principal, or his designee, and the Superintendent, without loss of pay.

ARTICLE IX

Vacancies in the District

Section 1.

The Superintendent of Schools or designee will notify the President of the Teachers' Association, in writing, as soon as possible after a teaching, administrative or extra curricular or co-curricular vacancy becomes official.

Section 2.

Teachers who wish to transfer from one grade to another or from one subject to another shall make their desires known in writing to the Chief School Administrator so that consideration may be given to their request if and when an opening in the requested area occurs.

When a vacancy exists in a different tenure area for which a member of the negotiating unit has indicated an interest, the unit member shall be given an interview at the building level providing that the unit member has appropriate certification.

ARTICLE X

Salary

Section 1. 2009-10 and 2010-11 School Years

1.1 Compensation of teachers will be determined in the following manner:

STEP	2008-09	2009-10	2010-11
1	44,846	44,846	44,846
2	45,046	46,809	46,530
3	45,255	47,015	48,214
4	45,472	47,231	48,425
5	45,697	47,454	48,648
6	45,932	47,686	48,878
7	46,175	47,928	49,117
8	46,430	48,178	49,366
9	46,698	48,441	49,623
10	46,970	48,717	49,894
11	47,252	48,997	50,179
12	47,545	49,288	50,467
13	47,847	49,589	50,767
14	48,164	49,900	51,077
15	48,485	50,227	51,397

In addition:

- a. Any teacher currently beyond Step 15 will receive \$600.00 and an additional three (3%) percent to the base of all Port Byron Teachers Association members as of July 1, 2009 for the 2009-10 school year and an additional three (3%) percent to the base of all Port Byron Teachers Association members as of July 1, 2010 for the 2010-11 school year.
- b. \$107.00 per hour for each approved block of three (3) graduate hours for the 2009-10 school year; \$110.00 per hour for each approved block of three (3) graduate hours for the 2010-11 school year plus

ARTICLE X CONT'D.

c. \$893.00 for a Master's degree in 2009-10 and \$920.00 in the 2010-11, plus

Any teacher achieving National Board Certification shall receive a stipend of \$1,250.00 each year he/she holds a valid National Board Certificate.

In addition to receiving a stipend for a Master's Degree, bargaining unit members will be paid an additional stipend, at the same rate as the Master's stipend for a Doctorate and for a second Master's Degree provided the Doctorate or second Master's Degree is in the field of education and has the prior approval of the District.

d. \$1,118.00 for teachers with 15 or more years of service in the Port Byron Central School District in the 2009-10 school year; \$1,152.00 in the 2010-11 school year.

\$1,118.00 for teachers with 25 or more years of service in the Port Byron Central School District in the 2009-10 school year; \$1,152.00 in the 2010-11 school year.

e. Representatives of the Board of Education may use their own discretion in allowing for previous experience.

f. Starting salary for beginning teachers with no experience will be \$44,846 in the 2008-09, 2009-10 and 2010-11 school years plus credit for additional graduate work as defined above. Salary step location will be agreed upon between the District and the Association for the 2008-09, 2009-10 and 2010-11 school years.

- 1.2 In addition to the increase provided in section 1.1 (d) above, effective July 1, 2010 an additional longevity payment will be made in the amount of \$1,152.00 for teachers with twenty (20) or more years of service in the Port Byron Central School District.

The twenty (20) year longevity payment will be made in the same manner as the fifteen (15) year and twenty-five (25) year payment is made.

- 1.3 During the 2009-10 school year, the starting (hiring) salary range for the position of school psychologist will be from \$64,892.00 to \$67,163.00. During the 2010-11 school year, the starting (hiring) salary range for the position of school psychologist will be from \$66,839.00 to \$69,178.00.

- 1.4 Longevity indicates the total number of years an employee has worked in the

District. This would include interrupted years of employment.

Seniority indicates the total number of uninterrupted years an employee has served in the District.

Thus, a teacher who was hired on September 1, 1995 and worked until January 1, 1997, and then was rehired September 1, 1997 and was still employed as of the 1998 school year would have the following:

Longevity = 2 1/2 years

Seniority = 1 year

Section 2. Summer Curriculum Work

Members of the negotiating unit who participate in approved curriculum development projects conducted during July and August will be compensated on a pro-rata basis at the rate of \$172.09 for each day worked during the 2009-10 school year and \$177.25 for each day worked during the 2010-11 school year.

ARTICLE XI

Extra-Curricular and Co-Curricular Activities

Section 1.

It is agreed that co-curricular activities are an integral part of our school program and that some of those activities require additional time and responsibilities. The inclusion of position titles and salaries for co-curricular, extracurricular and interscholastic athletics is not an assurance that the position will exist. The Board of Education retains the right to approve or eliminate any or all such positions; and to make assignments to such positions. The following schedules only indicate the appropriate salary for such positions when approved:

1.1 Co-Curricular and Extra-Curricular Activities 2009-10

	Step 1 Years <u>1 & 2</u>	Step 2 Years <u>3 & 4</u>	Step 3 Years <u>5 & On</u>
Senior Class Advisor	\$2124	\$2124	\$2124
Junior Class Advisor	\$1887	1887	1887
Sophomore Class Advisor	\$ 945	945	945
Freshman Class Advisor	\$ 945	945	945
Sr High Student Council	\$1714	1921	2124
M.S. Student Council	\$1714	1921	2124
Debate	\$3202	3589	3976
H.S. Yearbook	\$2524	2769	3015
H.S. Newspaper	\$1017	1112	1207
Marching Band	\$ 953	1066	1181
Color Guard & Majorettes	\$ 568	638	705
Musical (up to 5 staff at \$1132 each)	\$5660	5660	5660
Drama Director	\$1121	1257	1393
Middle School Newspaper	\$ 763	856	945
Middle School Yearbook	\$1141	1280	1418
Olympics of the Mind (up to 5)	\$1141	1280	1418
Swing Choir & Jazz Band	\$1141	1280	1418
 FBLA	 \$1714	 1921	 2124
National Honor Society Advisor	\$1714	1921	2124
Foreign Language Club Advisor	\$1714	1921	2124

ARTICLE XI CONT'D.

Step 1	Step 2	Step 3
Years	Years	Years
<u>1 & 2</u>	<u>3 & 4</u>	<u>5 & On</u>

Classroom Teachers with Special Responsibilities:

Department Heads & Team Leaders - Plus \$14.50 per department member	\$1988	\$2256	\$2509
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Teacher Mentor (1st year/2nd year): \$1200/\$800 per teacher being mentored

Intramurals:

Intramurals - Spring	\$ 763	856	945
Intramurals - Fall	\$ 763	856	945
Intramurals - Winter	\$1141	1280	1418

Inter-Scholastic Athletics

Basketball	Varsity	\$5114	5569	6024
	Jr. Varsity	\$3205	3812	4419
	Modified	\$2365	2687	3012
Volleyball	Varsity	\$4825	5211	5598
	Jr. Varsity	\$3067	3363	3655
	Modified	\$2365	2687	3012
Gymnastics		\$1095	1228	1360
Softball	Varsity	\$3436	3822	4210
	Modified	\$2365	2687	3012
Archery	Fall	\$1095	1228	1360
	Spring	\$1095	1228	1360
Field Hockey	Varsity	\$3883	4203	4527
	Jr. Varsity	\$2745	3040	3335
	Modified	\$2365	2687	3012
Cheerleading	Fall	\$1714	1921	2124
	Winter	\$3051	3345	3641
Bowling	Sr. High	\$ 953	1066	1181
	Jr. High	\$ 953	1066	1181
Football	Head	\$5039	5494	5949
	1st Assistant	\$3668	4008	4347
	Assistant (3)	\$2659	2955	3251
Baseball	Varsity	\$3654	4041	4427
	Modified	\$2365	2687	3012

ARTICLE XI CONT'D.

		Step 1 Years <u>1 & 2</u>	Step 2 Years <u>3 & 4</u>	Step 3 Years <u>5 & On</u>
Track	Head (2)	\$3414	4041	4667
	Assistant	\$2517	2775	3070
	Modified	\$2365	2687	3012
Tennis		\$2789	3085	3380
Cross Country		\$3886	4181	4476
	Modified	\$2365	2687	3012
Golf		\$2789	3085	3380
Wrestling	Varsity	\$4495	4950	5405
	Jr. Varsity	\$2864	3205	3544
	Modified	\$2365	2687	3012
	Athletic Director	\$7839		

- 1.2 Chaperoning duties shall be compensated at the rate of \$46.29 for the 2009-10 school year and \$47.68 for the 2010-11 school year. Assignment to chaperoning duties shall be rotated and made on an equitable basis by the appropriate School Administrator. Class and/or activity sponsors who receive compensation as an advisor will be present without additional compensation.
- 1.3 Representatives of the Board of Education may use their own discretion in allowing for previous experience.
- 1.4 Step assignments will be awarded to personnel at the beginning of the first (1st), third (3rd) and fifth (5th) years.

1.1 Co-Curricular and Extra-Curricular Activities 2010-11

	Step 1 Years <u>1 & 2</u>	Step 2 Years <u>3 & 4</u>	Step 3 Years <u>5 & On</u>
Senior Class Advisor	\$2188	\$2188	\$2188
Junior Class Advisor	\$1944	1944	1944
Sophomore Class Advisor	\$ 973	973	973
Freshman Class Advisor	\$ 973	973	973
Sr High Student Council	\$1765	1979	2188
M.S. Student Council	\$1765	1979	2188
Debate	\$3298	3697	4095
H.S. Yearbook	\$2600	2852	3105
H.S. Newspaper	\$1048	1145	1243
Marching Band	\$ 982	1098	1216
Color Guard & Majorettes	\$ 585	657	726
Musical (up to 5 staff at \$1166 each)	\$5830	5830	5830
Drama Director	\$1155	1295	1435
Middle School Newspaper	\$ 786	882	973
Middle School Yearbook	\$1175	1318	1461
Olympics of the Mind (up to 5)	\$1175	1318	1461
Swing Choir & Jazz Band	\$1175	1318	1461
FBLA	\$1765	1979	2188
National Honor Society Advisor	\$1765	1979	2188
Foreign Language Club Advisor	\$1765	1979	2188

Classroom Teachers with Special Responsibilities:

Department Heads & Team Leaders - Plus \$14.94 per department member	\$2048	\$2324	\$2584
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Teacher Mentor (1st year/2nd year): \$1236/\$824 per teacher being mentored

Intramurals:

Intramurals - Spring	\$ 786	882	973
Intramurals - Fall	\$ 786	882	973
Intramurals - Winter	\$1175	1318	1461

ARTICLE XI CONT'D.

		Step 1 Years <u>1 & 2</u>	Step 2 Years <u>3 & 4</u>	Step 3 Years <u>5 & On</u>
<u>Inter-Scholastic Athletics</u>				
Basketball	Varsity	\$5267	5736	6205
	Jr. Varsity	\$3301	3926	4552
	Modified	\$2436	2768	3102
Volleyball	Varsity	\$4970	5367	5766
	Jr. Varsity	\$3159	3464	3765
	Modified	\$2436	2768	3102
Gymnastics		\$1128	1265	1401
Softball	Varsity	\$3539	3937	4336
	Modified	\$2436	2768	3102
Archery	Fall	\$1128	1265	1401
	Spring	\$1128	1265	1401
Field Hockey	Varsity	\$3999	4329	4663
	Jr. Varsity	\$2827	3131	3435
	Modified	\$2436	2768	3102
Cheerleading	Fall	\$1765	1979	2188
	Winter	\$3143	3445	3750
Bowling	Sr. High	\$ 982	1098	1216
	Jr. High	\$ 982	1098	1216
Football	Head	\$5190	5659	6127
	1st Assistant	\$3778	4128	4477
	Assistant (3)	\$2739	3044	3349
Baseball	Varsity	\$3764	4162	4560
	Modified	\$2436	2768	3102
Track	Head (2)	\$3516	4162	4807
	Assistant	\$2593	2858	3162
	Modified	\$2436	2768	3102
Tennis		\$2873	3178	3481
Cross Country		\$4003	4306	4610
	Modified	\$2436	2768	3102
Golf		\$2873	3178	3481
Wrestling	Varsity	\$4630	5099	5567
	Jr. Varsity	\$2950	3301	3650
	Modified	\$2436	2768	3102
	Athletic Director	\$8074		

- 1.2 Chaperoning duties shall be compensated at the rate of \$46.29 per assignment for the 2009-10 school year and \$47.68 for the 2010-11 school year. Assignment to chaperoning duties shall be rotated and made on an equitable basis by the appropriate School Administrator. Class and/or activity sponsors who receive compensation as an advisor will be present without additional compensation.
- 1.3 Representatives of the Board of Education may use their own discretion in allowing for previous experience.
- 1.4 Step assignments will be awarded to personnel at the beginning of the first (1st), third (3rd) and fifth (5th) years.

ARTICLE XII

Payroll Deduction

Section 1.

The Board of Education and the Association agree that the Board will deduct from each teacher belonging to the Port Byron Teachers' Association the total amount of dues each individual teacher designates on a Dues Deduction card.

- 1.1 The Board will list all teachers authorizing dues deductions with the amount of deduction so requested and supply the Association with the list and total amount deducted.
- 1.2 The Clerk will write one check each payday to cover the entire amount of authorized deductions and deposit said check in the Port Byron Branch of the Marine Midland Trust Company on each payday. The Association will furnish the Clerk with written authorization to make such a deposit.
- 1.3 The Association and the District agree that all payroll deductions will be made in at least 18 equal installments.
- 1.4 The Board will furnish the proper form for Dues Deduction Authorization.

A Sample follows:

DUES DEDUCTION AUTHORIZATION

I, _____ do hereby authorize the
Print Name

Port Byron School Board to withhold from my salary or wages, organization dues as indicated below in the amount and at the rate specified and to transmit same to the indicated organization. I hereby release the Port Byron Central School Board and its officials from any responsibility concerning the use or application of said dues once they have been transmitted to the designated organization. This authorization shall take effect at the next regular payment of salary or wages, occurring 5 days subsequent to the day of filing authorization with the employer, provided that this authorization is filed by September 15th. This authorization shall terminate 5 days subsequent to receipt of a signed revocation card.

ARTICLE XII CONT'D.

Organization

Amount of Dues

Port Byron Teachers' Association

TOTAL AMOUNT
OF DEDUCTIONS

(Witness)

(Date)

(Signature)

(Social Security Number)

(Building)

1.5 The District will provide payroll deduction for Credit Union and United Fund.

ARTICLE XIII

Significant Changes

Section 1.

There will be no significant changes in teaching load, class size, assignments or the length of the school day unless these changes are first discussed with the teachers involved. During the summer time, the District will notify teachers by letter at the last known address of the teacher involved, as evidence that an attempt was made to discuss the changes prior to any formal action.

ARTICLE XIV

Insurance

Section 1. Health Insurance – Coverage and Premiums

For the 2004-05 and 2005-06 school years the school district will pay 100% of the individual's Health Insurance and 80% of the employee's dependent's insurance premium under the present group insurance policy of the district or a policy provided by another insurance company, which is equal to or better than the present policy.

For the 2006-07 and 2007-08 school years, the school district will pay 100% of the individual's Health Insurance and 80% of the employee's dependent's insurance premium for those employees who are enrolled in individual and dependent coverage under the present group insurance policy of the district or a policy provided by another insurance company, which is equal to or better than the present policy. For the 2006-07 and 2007-08 school years, the school district will pay 95% of the individual's Health Insurance for those employees who are only enrolled in individual coverage under the present group insurance policy of the district or a policy provided by another insurance company, which is equal to or better than the present policy.

For the 2008-09, 2009-10 and 2010-11 school years, the school district will pay 90% of the individual's Health Insurance and 80% of the employee's dependent's insurance premium under the present group insurance policy of the district or a policy provided by another insurance company, which is equal to or better than the present policy.

The calculation for determining the school district's premium payment for individual and dependent coverage will be performed by applying 90% times the individual premium and then subtracting the result from the total premium for individual and dependent coverage (individual component) and then multiplying 80% times the remainder to determine the dependent component. The individual and dependent components will be added together.

Section 2. Selection of Alternative Carrier

Beginning on July 1, 1984, the District shall have the right to select the insurance carrier as long as the schedule of benefits is equal to or better than the benefits contained in the health insurance program in effect as of June 30, 1984.

Section 3. Self Funding, Major Medical Maximum and Conversion

The District shall have the right to provide a schedule of benefits, which is equal to or better than the benefits contained in the health insurance program in effect as of June 30, 1984, through a program of self funding.

For the purpose of selecting an alternate insurance carrier or a program of self funding, the major medical limitation shall be defined as an amount not to exceed \$500,000 for each individual case.

The District agrees that the administration of claims under any program of self funding shall be substantially equivalent to the administration of claims under the existing health insurance program.

The District agrees to provide a right of conversion to an equivalent insurance plan for employees who cease employment with the school district for reasons other than retirement or discharge prior to the age of 65. Such conversation rights shall be available only in the event the employee is not eligible for group health insurance benefits provided by another employer.

If an individual is unable to convert, then the individual shall, at his or her written request be continued under the self funded program for a period not to exceed one (1) year from the date his or her employment with the school district ceases.

The full cost of the premium under either conversion or continuation shall be assumed by the employee.

If the District established a committee to study insurance carriers or self funding, the Association may select a representative as an ex officio member of the committee.

Section 4. Notice of Selection of Alternative Insurance Carrier

If the District decides to select an alternative insurance carrier or self fund the schedule of benefits, advance notice will be given to the Association at least two (2) weeks prior to the implementation of the decision.

Section 5. Prescription Co-Payment

For the 2004-05 school year, the prescription co-payment shall be \$10.00 for each prescription.

Effective September 1, 2005, or as soon as feasible thereafter, the prescription co-pays shall be \$10.00 for generic prescriptions and \$12.00 for name brand prescriptions.

Effective June 30, 2009, the prescription card shall not be available to active members of the negotiating unit or for members who retire on or after July 1, 2009. In exchange for the elimination of the prescription drug card from the health care plan, the District agrees to add \$600.00 to the base salary of each unit member who returns to employment for the 2009-2010 school year. The \$600.00 payment is included on the salary schedule contained within Article X, section 1.

Section 6. Retiree Health Insurance Coverage

For the 2004-05 and 2005-06 school years the school district will pay 100% of the individual's Health Insurance and 80% of the employee's dependent's insurance premium for retired former employees under the present group insurance policy of the district or a policy provided by another insurance company, which is equal to or better than the present policy.

For the 2006-07 and 2007-08 school years, the school district will pay 100% of the individual's Health Insurance and 80% of the employee's dependent's insurance premium for those retired former employees who are enrolled in individual and dependent coverage under the present group insurance policy of the district or a policy provided by another insurance company, which is equal to or better than the present policy. This premium payment shall continue for life.

For the 2006-07 and 2007-08 school years, the school district will pay 95% of the individual's Health Insurance for those retired former employees who are only enrolled in individual coverage under the present group insurance policy of the district or a policy provided by another insurance company, which is equal to or better than the present policy. This premium share shall continue for life and shall not diminish the premium payment provided in the preceding paragraph.

Members of the negotiating unit who retire on or after July 1, 2008, shall pay the health insurance premium share that is in effect for active members of the negotiating unit.

Members of the negotiating unit who retire on or before June 30, 2009, shall retain the prescription card benefit, at the 2008-09 co-pay levels for life.

Section 7. Individual Dental Insurance

- 7.1 Beginning on July 1, 2004, the District shall contribute up to \$170.00 for the 2004-05 school year, \$180.00 for the 2005-06 school year, \$190.00 for the 2006-07 school year, \$200.00 for the 2007-08 school year and \$210.00 for the 2008-09, 2009-10 and 2010-11 school years for each member of the negotiating unit for a dental program providing individual coverage.

Section 8. Flexible Spending Plan

Both parties agree to establish a committee to implement a flexible spending plan on or about January 1, 1999. The committee will meet on or before October 1, 1998, and thereafter submit its recommendations to the Board of Education for implementation. The committee shall be composed of two members selected by the Superintendent of Schools and two members selected by the President of the Port Teachers' Association. A majority recommendation from the committee will be required and upon the receipt of such affirmative recommendation the Board of Education shall implement a flexible spending plan. The initial start up costs during the first year of operation for the flexible spending plan shall be assumed by members of the negotiating unit through payroll deduction. The District shall not assess individual members of the negotiating unit a fee in excess of \$10.00 each.

ARTICLE XV

Miscellaneous Provisions

Section 1.

This Agreement shall constitute the full and complete commitments between both parties and may not be altered, changed, added to, deleted from or modified, except through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

Section 2.

If any provision of this Agreement or application thereof shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

Section 3. Taylor Law, Section 204A. Agreements between Employers and Employee Organizations.

- 3.1 "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."
- 3.2 "EVERY EMPLOYEE ORGANIZATION SUBMITTING SUCH A WRITTEN AGREEMENT TO ITS MEMBERS FOR RATIFICATION SHALL PUBLISH SUCH NOTICE, INCLUDE SUCH NOTICE IN THE DOCUMENTS ACCOMPANYING SUCH SUBMISSION AND SHALL READ IT ALOUD AT ANY MEMBERSHIP MEETING CALLED TO CONSIDER SUCH RATIFICATION."
- 3.3 "WITHIN SIXTY DAYS AFTER THE EFFECTIVE DAY OF THIS ACT, A COPY OF THIS SECTION SHALL BE FURNISHED BY THE CHIEF FISCAL OFFICER OF EACH PUBLIC EMPLOYER TO EACH PUBLIC EMPLOYEE. EACH PUBLIC EMPLOYEE EMPLOYED THEREAFTER SHALL, UPON SUCH EMPLOYMENT, BE FURNISHED WITH A COPY OF THE PROVISIONS OF THIS SECTION."

ARTICLE XVI


Duration

Section 1.

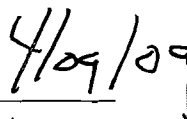
The provisions of this agreement shall remain in effect from July 1, 2009 through June 30, 2011.

IN WITNESS HEREOF:

Chief School Administrator,
Port Byron Central School
District,
Port Byron, New York

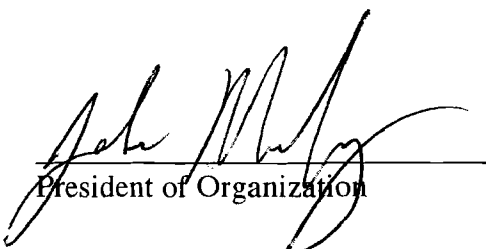


Chief School Administrator

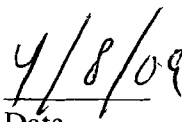


Date

Teachers' Association, Port
Byron Central School District,
Port Byron, New York



President of Organization



Date